

# **Government of the Virgin Islands TASK ORDER AGREEMENT**

## **Maintenance of VITRAN Bus Shelters on the Island of St. Croix**

**THIS AGREEMENT**, made this 15 day of February 2017 in the Territory of the United States Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement on behalf of the Department of Public Works (hereinafter referred to as "Government") and **North-West Construction & Maintenance, Inc.** whose address is, **P.O. Box 2617, Frederiksted, VI 00841** (hereinafter referred to as "Contractor"),

### **WITNESSETH:**

**WHEREAS**, the Government is in need of the services of a Contractor to provide **Maintenance of VITRAN Bus Shelters on the Island of St. Croix**; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing the services in an expeditious manner and in accordance with the specifications cited in Addendum I and II; it is mutually agreed between the parties as follows:

**Section 1.** That for and in consideration of the prices and other terms and conditions of this agreement, the Contractor agrees to provide **Maintenance of VITRAN Bus Shelters on the Island of St. Croix**. The Contractor shall furnish all necessary supplies to provide the services outlined in Addendum I, (Scope of Work) attached hereto and made a part of this Contract.

**Section II.** The Government, in consideration of the satisfactory performance of the services described in Addendum I, (Scope of Work) agrees to pay the Contractor in accordance with invoices submitted and approved by the Department of Property and Procurement, as set forth in Addendum II, (Compensation) attached hereto and made a part of this Contract.

**Section III** This Contract shall commence on February 13, 2017 and shall terminate on August 31, 2017, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of six (6) months with a renewable option for a period of six (6) months. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

**Section IV.** The Contractor agrees to provide the services outlined in Addendum I (Scope of Work), in accordance with the terms and conditions outlined in Addendum III (General Provisions), attached hereto and made a part of this Contract.

**Section V.** This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.


**Section VI.** This Contract shall be subject to the availability and appropriation of funds. The Contractor shall only perform services when directed by the Commissioner of Property & Procurement or authorized representative.

**Section VII.** This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Service, which is the subject matter of this Contract, are merged herein.

**Section VIII.** The effective date of this Contract shall be **Monday, February 13, 2016.**

**IN WITNESS WHEREOF,** the parties have hereunto set their hands on the day and year first above written. This Contract is executed in an original, in the year and day mentioned in the first paragraph.

**WITNESSES:**



Marsha Josephine



**GOVERNMENT OF THE VIRGIN ISLANDS**



Timothy L. Lake, Acting Commissioner  
Department of Property and Procurement

15 Feb 17  
Date



Gustav James, P.E., Commissioner  
Department of Public Works

2/7/2017  
Date

**CONTRACTOR**



Curtis A. Prevost, President  
North-West Construction & Maintenance, Inc.

1/30/17  
Date

(Corporate seal if Contractor is a Corporation)